

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
(Philadelphia)**

IN RE:

Shahidul Gaffar
Debtor

CHAPTER 13

CASE NO.: 20-14168-mdc

HEARING DATE: February 2, 2021

TIME: 10:30 A.M.

COURTROOM #2

**MOTION OF PENTEX HOLDINGS, LLC FOR RELIEF FROM THE AUTOMATIC
STAY PROVISIONS OF 11 U.S.C. § 362(A) AND THE CO-DEBTOR STAY PROVISION
OF 11 U.S.C. § 1301 TO PERMIT MOVANT TO COMMENCE OR CONTINUE
FORECLOSURE PROCEEDINGS ON 212 N SPRINGFIELD ROAD, CLIFTON
HEIGHTS, PA 19018**

AND NOW COMES, Pentex Holdings, LLC (“Movant”), by and through its attorneys, Hill Wallack LLP, and respectfully represents as follows:

1. This Motion (the “Motion”) is filed by Movant for relief from the automatic stay provisions of 11 U.S.C. § 362(a) and the co-debtor stay provision of 11 U.S.C. § 1301 to permit Movant to commence or continue its foreclosure on real property located at 212 N Springfield Road, Clifton Heights, PA 19018 (the “Mortgaged Premises”).

2. On or about March 05, 2004, Shahidul Gaffar (“Debtor”) and Abdul Gaffar (“Co-Debtor 1”) and executed and delivered to AMERICA’S WHOLESALE LENDER a Promissory Note (“Promissory Note”) in the principal amount of \$131,200.00. A true and correct copy of the Promissory Note is attached hereto and made a part hereof as Exhibit “A.”

3. To secure the obligations under the Promissory Note, Debtor, Co- Debtor 1 and Samsun Nahar (“Co- Debtor 2”) granted MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC, AS NOMINEE FOR AMERICA’S WHOLESALE LENDER, ITS SUCCESORS AND ASSIGNS a valid, enforceable, and recorded first lien and mortgage (the “Mortgage”) on the Mortgaged Premises, all of the terms of which are incorporated herein by reference as if fully set forth at length, which Mortgage was thereafter recorded in the Delaware County Recorder of Deeds Office on March 23, 2004 in Book 03121, Page 0413, as Instrument

2004040203. A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit “B.”

4. Movant is the current mortgagee by virtue of an Assignment of Mortgage. A true and correct copy of the full Recorded Assignment of Mortgage Chain is attached hereto and made apart hereof as Exhibit “C.”

5. On or about July 17, 2015, Debtor and Co-Debtor 1 entered into a Loan Modification Agreement with prior mortgagee, NATIONSTAR MORTGAGE, LLC. The Modification Agreement modified the maturity date of the Mortgage and the balance of the Note. A true and correct copy of the Loan Modification Agreement is attached hereto and made apart hereof as Exhibit “D.”

6. On October 20, 2020, Debtor filed petition for relief under Chapter 13 of the United States Bankruptcy Code.

7. The Debtor in his Schedule A filed October 20, 2020 states that the current value of the Mortgaged Premises is \$204,400.00.

8. Movant is the holder of a secured claim, in the amount of \$209,779.53, together with additional legal fees and costs and taxes due and payable on the Mortgaged Premises, per the Proof of Claim filed December 18, 2020 as Claim #9-1, with pre-petition arrears due in the amount of \$90,566.35.

9. In both his original Chapter 13 Plan and First Amended Chapter 13 Plan, filed January 8, 2021, Debtor proposes to pay Movant directly for post-petition payments.

10. The current monthly payment on the Mortgage is \$1,249.36.

11. The Debtor is currently in arrears post-petition for his failure to pay the post-petition payments due November 1, 2020 through January 1, 2021, in the amount of \$3,748.08 (\$1,249.36 x 3 months).

12. Consequently, Movant is entitled to relief from the automatic stay pursuant to 11 U.S.C. § 362(d)(1) and the co-debtor stay provision of 11 U.S.C. § 1301 as the Debtor has defaulted on post-petition payments

WHEREFORE, Pentex Holdings, LLC respectfully requests that this Court enter an Order granting relief from the automatic stay provisions of 11 U.S.C. § 362(a) and the co-debtor stay provision of 11 U.S.C. § 1301 to allow Movant to commence or proceed in its foreclosure of the Mortgaged Premises, to name the Debtor in the foreclosure suit solely for the purpose of foreclosing their interests in the Mortgaged Premises, and to allow Movant, or any other purchaser at the Sheriff's Sale, to take any legal action necessary to gain possession of the Mortgaged Premises.

Respectfully submitted,

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